

## NEVADA AMENDATORY MOBILE HOMEOWNERS ENDORSEMENT

This endorsement modifies such insurance as is afforded by this policy and replaces any Nevada Amendatory Mobile Homeowners Endorsement previously a part of this policy.

This policy is amended as follows:

### DEFINITIONS

Definition 2 is deleted and replaced by the following:

2. **Business** means any profit motivated full or part-time trade, profession or occupation and the use of any part of any premises for such purposes. This includes child day care services provided in **your** home for three days or more in any month to a person or persons, other than **insureds** and relatives, for which an **insured** receives some monetary or other compensation for such services.

Definition 10 is deleted and replaced by the following:

10. **Occurrence** means an accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results, during the policy period, in:
  - a. **bodily injury**; or
  - b. **property damage**.

The following definition is added:

**Fungi** means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.

### SUPPLEMENTARY COVERAGES – SECTION I

The **Fungi, Wet or Dry Rot or Bacteria** Supplementary Coverage is deleted and replaced by the following:

**Fungi or Bacteria.** Fungi or bacteria must occur on the **insured premises** and be caused by or result from a cause of loss other than **fungi** or bacteria covered by this policy. The cause of loss and the actual loss itself must occur while this policy is in effect. **Fungi** or bacteria must cause direct physical loss to property covered by this policy.

We will pay up to a total of \$5,000 for:

1. the reasonable and necessary costs for work actually performed to:
  - a. clean up, remove and dispose of **fungi** or bacteria from covered property;
  - b. repair, restore or replace covered property damaged by **fungi** or bacteria; and
  - c. test the air or property to confirm the absence, presence or level of **fungi** or bacteria, only to the extent that there is a reason to believe that there is the presence of **fungi** or bacteria on the **insured premises**; and
2. a necessary increase in living expenses incurred by **you** so that **your** household can maintain its normal standard of living when a covered loss caused by **fungi** or bacteria makes that part of the **insured premises** where **you** reside uninhabitable.

This coverage does not increase the **limit** applying to the property.

No other coverages apply to **fungi** or bacteria.

The **Fungi** or Bacteria exclusion does not apply to this coverage.

### LOSSES NOT INSURED – MOBILE HOME AND MOBILE HOME EXTENSION

When this policy is a MH3 (Mobile Homeowners Special Form 3), item 8. c. is deleted and replaced by the following:

- c. smog, rust, frost, condensation, wet or dry rot;

### EXCLUSIONS – SECTION I

The **Fungi, Wet or Dry Rot or Bacteria** exclusion is deleted and replaced by the following:

**Fungi or Bacteria**, meaning the presence, growth, proliferation, spread or any activity of **fungi** or bacteria.

### SUPPLEMENTARY COVERAGES – SECTION II

Under 2. **Claim and Defense Expenses**, paragraph c. is deleted and replaced by the following:

- c. reasonable expenses incurred by an **insured** at **our** request. This includes actual loss of earnings (but not loss of other income) up to \$200 per day for aiding **us** in the investigation or defense of claims or suits;

## EXCLUSIONS – SECTION II

Under item 1. **Coverage D – Personal Liability and Coverage E – Medical Expense** do not apply to **bodily injury** or **property damage**:

Exclusion f(3)(d) is deleted and replaced by the following:

- f. arising out of the ownership, entrustment, maintenance, operation, use, loading or unloading of:
  - (3) a watercraft:
    - (d) powered by one or more outboard motors with more than 50 total horsepower, owned by any **insured** at the inception of this policy. If **you** write to **us** within 45 days after acquisition, and request **us** to insure any outboard motors acquired during the policy period, coverage will apply; or

## CONDITIONS – SECTION II

Item 1. **Limit of Liability** is deleted and replaced by the following:

1. **Limit of Liability.** Regardless of the number of **insureds**, claims made or persons injured, **our** total liability under Coverage D for all damages resulting from any one **occurrence** will not exceed the Coverage D **limit** stated in the declarations. All **bodily injury** and **property damage** resulting from any one accident or from continuous or repeated exposure to substantially the same general harmful conditions will be considered to be the result of one **occurrence**.

**Our** total liability under Coverage E for all **medical expenses** payable for **bodily injury** to one person as the result of one accident will not exceed the Coverage E **limit** stated in the declarations.

## GENERAL CONDITIONS

Item 2. **Concealment or Fraud** is deleted and replaced by the following:

2. **Concealment or Fraud.** With respect to all **insureds**, **we** will not provide coverage if, before or after a loss, any **insured** has:
  - a. intentionally concealed or misrepresented any material fact or circumstance;
  - b. engaged in fraudulent conduct; or
  - c. made false statements;relating to this insurance.

Item 5. **Cancellation** is deleted and replaced by the following:

5. **Cancellation.**
  - a. **You** may cancel this policy at any time by returning it to **us** or advising **us** of the current or future date when it should be canceled.
  - b. **We** may cancel this policy by notifying **you** in writing of the date cancellation takes effect and the reasons for cancellation. The delivery of this cancellation notice will be subject to the laws of the state of Nevada.

Cancellation by **us** may only be for the following reasons:

- (1) When **you** have not paid the premium, whether payable to **us** or to **our** agent or under any finance or credit plan, **we** may cancel at any time by notifying **you** at least 10 days before the date cancellation takes effect.
- (2) When this policy has been in effect for less than 70 days and is not a renewal with **us**, **we** may cancel for any reason other than nonpayment by notifying **you** at least 10 days before the date cancellation takes effect.
- (3) When this policy has been in effect for 70 days or more, or at any time if it is a renewal with **us**, **we** may cancel for one or more of the following reasons:
  - (a) conviction of the **insured** of a crime arising out of acts increasing the hazard insured against;
  - (b) discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim under the policy;
  - (c) discovery of an act or omission; or a violation of any condition of the policy, which occurred after the first effective date of the current policy and substantially and materially increases the hazard insured against;
  - (d) a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed;
  - (e) a determination by the commissioner that continuation of the insurer's present volume of premiums would jeopardize the insurer's solvency or be hazardous to the interests of policyholders of the insurer, its creditors or the public; or
  - (f) a determination by the commissioner that the continuation of the policy would violate, or place the insurer in violation of, any provision of the code.

This can be done by notifying **you** at least 30 days before the date cancellation takes effect.

- (4) With respect to a policy written for a period of more than one year or for an indefinite term: In addition to **our** right to cancel as provided in b(1), b(2) and b(3), **we** may cancel for any reason at anniversary by notifying **you** at least 30 days before the date cancellation takes effect.
- c. When this policy is canceled, the premium for the period from the date of cancellation to the expiration date will be refunded pro rata.

- d. If the return premium is not refunded with the notice of cancellation or when this policy is returned to **us**, **we** will refund it within a reasonable time after the date cancellation takes effect.

Item 6. **Non-Renewal** is deleted and replaced by the following:

6. **Non-Renewal.** We may elect not to renew this policy. We may do so by delivering to **you**, or mailing to **you** at the mailing address shown in the declarations, written notice, including **our** reasons for **non-renewal**, at least 30 days before the expiration date of this policy. The reasons for **non-renewal** and delivery of this termination notice will be subject to the laws of the state of Nevada.

### **ADDITIONAL PROTECTION YOU MAY BUY**

**Option 1 – EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE** is deleted and replaced by the following:

#### **Option 1 – EARTHQUAKE AND VOLCANIC ERUPTION COVERAGE**

We will cover direct loss caused by Earthquake or Volcanic Eruption to property described in Section I Coverage A – Mobile Home, Mobile Home Extension and Coverage B – Personal Property and covered by this policy. This Volcanic Eruption Coverage replaces any Volcanic Eruption peril included in this policy.

#### **Additional Conditions**

1. One or more earthquake shocks or volcanic eruptions that occur within a 168-hour period will be considered a single earthquake or volcanic eruption.
2. This coverage does not increase the **limits** stated in this policy.

#### **Special Deductible**

The following is the only deductible that applies to each covered loss caused by earthquake or volcanic eruption:

We will pay only that part of the covered loss that exceeds the deductible percentage (shown in the declarations) that applies to the total **limit** applicable to the destroyed or damaged property. The deductible is stated as a percentage (%).

This deductible percentage applies separately to the total **limit** on Coverage A – Mobile Home, separately to the total **limit** on Coverage A – Mobile Home Extension, and separately to the total **limit** on Coverage B – Personal Property. The minimum deductible amount for any one covered loss under each coverage applicable will be \$250.

#### **Special Exclusions**

1. We do not cover loss resulting directly or indirectly from flood of any nature or tidal wave, whether caused by, resulting from, contributed to or aggravated by earthquake or volcanic eruption.
2. We will not cover any loss caused by any earthquake or volcanic eruption that occurs before this option is effective, nor for any loss caused by earthquake or volcanic eruption that occurs after this option expires.

All other terms remain unchanged.